

DECLARATION OF CONDITIONS AND RESTRICTIONS

WE, the undersigned, being the record owners and parties in interest of all of the following described real property located in the County of Klamath, State of Oregon, to-wit:

The SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 14, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon

The NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon,

EXCEPTING THEREFROM part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 39 South, Range 8 East of the Willamette Meridian; thence West along the South boundary of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$, 211 feet; thence Northeasterly 240 feet, more or less, to a point on the East boundary of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$, 115 feet North of the point of beginning; thence South along said East boundary of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, 115 feet to the point of beginning.

All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point marked by an iron pin on the North line of the Klamath Falls-Ashland Highway and distant along said line of Highway 277.9 feet from the intersection of said line and the East line of said South-West quarter of Northwest quarter; thence continuing South-westerly along said North line of Highway a distance of 250 feet; thence North 35° West a distance of 400 feet to the true point of beginning of this description; thence continuing on said line North 35° West to the North line of said Southwest quarter of Northwest quarter of said Section 23; thence West on said North line to the Northwest corner of said Southwest quarter of Northwest quarter; thence South on the West line of said Southwest quarter of Northwest quarter to an intersection with a line running parallel to the North line of said Highway and distant therefrom 400 feet measured on a line running North 35° West at the Easterly end of above-described tract and measured on a line running North 40° West at the Westerly end of the above-described tract, being at all times approximately 400 feet from the North line of said Highway; thence Northeasterly and parallel with North line of said Highway and distant therefrom, as stated above, approximately 400 feet to the point of beginning.

ALSO DESCRIBED as Lots 1 through 8, Block 6; LAWANDA HILLS No. 2, Tract 1149

do hereby make the following Declaration of Conditions and Restrictions covering the above-described real property, speci-

1. DECLARATION OF CONDITIONS AND RESTRICTIONS

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fying that the Declaration shall constitute covenants to run with all of the land, and shall be binding on all persons claiming under them and that these Conditions and Restrictions shall be for benefit of and limitations upon all future owners of said real property.

I. BUILDINGS:

(A) All buildings shall be completed and the exterior of the buildings painted within one (1) year from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such building shall be completed and painted.

(b) No structure of a temporary nature, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structures shall be moved or placed onto any of said lots. However, a mobile home may be used as a permanent home if it is (1) permanently located upon the land; (2) is a double wide mobile home; and (3) have skirting placed around it upon erection.

(c) No building may be used or maintained for any commercial purpose except as a residential rental.

II. MAINTENANCE OF PROPERTY:

(a) Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

(b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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2. DECLARATION OF CONDITIONS AND RESTRICTIONS

1 (d) No sign of any kind shall be displayed to the
2 public view on any lot except one professional sign of not more
3 than one (1) square foot; one sign not more than five (5) square
4 feet advertising the property for sale or rent, or signs used
5 by a builder to advertise the property during the construction
6 and sales period.
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8 (e) No individual sewage-disposal system shall be
9 permitted by any lot unless the system is designed, located
10 and constructed in accordance with the requirements, standards
11 and recommendations of all controlling local public health auth-
12 orities.
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14 III. USE OF PROPERTY:

15 (a) No commercial venture shall be allowed on any of
16 the property herein, except for (1) the raising and harvesting
17 of trees; and (2) the raising of crops and cattle or horses.
18 However, no commercial feed lots shall be allowed upon the pro-
19 perty. Animals, other than cattle or horses, may be kept upon
20 the property for the family use, but such animals may not be
21 raised or kept as a commercial enterprise.
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23 (b) The roads upon the property are built to the stan-
24 dards specified by Klamath County and the future maintenance of
25 the roads shall be the responsibility of the property owners.
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27 The covenants are to run with the land and shall be bind-
28 ing upon all parties and all persons claiming under them for a
29 period of twenty-five (25) years from the date these covenants
30 are recorded, after which time these covenants shall be automa-
31 tically extended for successive periods of ten (10) years, un-
32 less an instrument signed by a majority of the then owners of
33 the lots has been recorded, agreeing to change these covenants
34 in whole or in part.
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36 Invalidation of any of these covenants shall in no wise
37 affect any of the other provisions, which shall remain in full
38 force and effect.
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40 3. DECLARATION OF CONDITIONS AND RESTRICTIONS

The foregoing Conditions and Restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages, by the owner or owners of any of the above-described lands, their, and each of their, legal representatives, heirs, successors or assigns. Failure by owner or owners to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Should suit or action be instituted to enforce any of the foregoing restrictions, or covenants after written demand for the discontinuance of a violation hereof, and any failure to so do, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation, shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, which sum as the Court may adjudge reasonable as attorney's fees in such suit or action.

DONE this 14th day of FEBRUARY, 1979.

Donald C. McGhehey
Grace H. McGhehey

STATE OF OREGON)
County of KLAMATH)

ss. FEBRUARY 14, 1979.

Personally appeared the above-named DONALD MCGHEHEY and GRACE MCGHEHEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Edgar J. Blodgett
Notary Public for OREGON
My Commission expires: July 19, 1981

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Blodgett Realty
this 30th day of March A. D. 1979 at 00 o'clock P. M., and
fully recorded in Vol. 479, of Deeds on Page 7077

Wm D. MILNE, County Clerk

By Bernard J. Hetsch

Fee \$12.00

4. DECLARATION OF CONDITIONS AND RESTRICTIONS